

**CITY OF NEWTON
PURCHASING DEPARTMENT**

CONTRACT FOR PUBLIC BUILDINGS

**REQUEST FOR QUALIFICATIONS:
ON CALL MEP ENGINEERING RELATED SERVICES
*RFP #17-71***

Submittal Date: March 2, 2017 at 11:30 a.m.

**FEBRUARY 2017
Setti D. Warren, Mayor**

**CITY OF NEWTON
PURCHASING DEPARTMENT**

REQUEST FOR QUALIFICATIONS #17-71

This City of Newton Request For Qualifications (RFQ) invites sealed proposals in accordance with M.G.L. c.149, §44A½ from a qualified (MEP) engineering person or firm for

ON CALL MEP ENGINEERING AND RELATED SERVICES

Engineering services shall include but not be limited to site investigations and remediation services for the City of Newton Buildings Department.

Statements of Qualifications (SOQs) will be received until: **11:30 a.m., Thursday, March 2, 2017** at the Purchasing Department, Room 201, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the deadline for submission, the City shall prepare and publish a list of all proposals submitted. Documents associated with this RFQ (Contract Documents) will be available online at the City's website: www.newtonma.gov/bids after: **10:00 a.m., February 16, 2017.**

Proposers are responsible for downloading the specifications from the City's web site at www.newtonma.gov/bids. Proposers must email the Purchasing Department (purchasing@newtonma.gov) their Company Name, Address, Email address, Phone & Facsimile number and what bid # (i.e. #17-71) they have downloaded.

SOQs should be responsive to all information requested in the RFQ. Estimated fees for project phases are set forth in the RFQ.

All SOQs shall be submitted as (i) fifteen (15) hard copies and (ii) one electronic version in PDF format on CD.

Proposers' attention is directed to the requirements of the City's Supplemental Equal Employment Opportunity, Anti-Discrimination and Affirmative Action Program and also to the Minority/Women Business Enterprise Plan, December 1999, all of which are available on the Purchasing Department's web page. In the event of conflict between any of the above listed policies, the stricter policy shall apply.

All City of Newton bids are available on the City's web site, www.newtonma.gov/bids. It is the sole responsibility of Proposers downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, you must email the Purchasing Department (purchasing@newtonma.gov) the Company Name, Address, Email address, Phone & Facsimile number and what bid # (i.e. #17-71) has been downloaded.

The City will reject any and all SOQs in accordance with the above referenced General Laws. In addition, the City reserves the right to waive minor informalities in any or all proposals, or to reject any or all proposals (in whole or in part) if it be in the public interest to do so.

Timely delivery of an SOQ at the location designated shall be the full responsibility of the Bidder. In the event that Newton City Hall is closed on the date or at the time that bids are due, the date and time for receipt of SOQs shall be on the next business day following that the Newton City Hall and the Purchasing Department are open.

In the event that any person wishes to attend a bid opening or pre-bid meeting, accessible and reasonable accommodations will be provided to persons requiring assistance. If you need a reasonable accommodation, please contact the city of Newton's ADA Coordinator, Jini Fairley, at least two business days in advance of the meeting: jfairley@newtonma.gov or (617) 796-1253. For Telecommunications Relay Service, please dial 711.

CITY OF NEWTON



Nicholas Read
Chief Procurement Officer
February 16, 2017

February 16, 2017

REQUEST FOR QUALIFICATIONS FOR MECHANICAL, ELECTRICAL AND PLUMBING (MEP)
ENGINEERING & RELATED SERVICES

Enclosed please find the information package which includes the DCAMM Designer Selection Board Questionnaire, and a draft contract which is intended to outline the basic scope of services desired by the City of Newton Public Buildings Department in conjunction with “On Call” Electrical, Mechanical, and Plumbing (MEP) Engineering and related services.

You are requested to submit a response to the Questionnaire. Concise, succinct responses would be appreciated. Please submit only that information which you feel pertinent to the work for which you are applying that will assist in the engineering services selection.

The services sought are not subject to the Designer Selection Law, M.G.L. c. 7C, §§44-58, as they are on call, i.e., provided as needed, and do not relate to an identified public construction project. Such services are also exempt from the Massachusetts Procurement Act, M.G.L. c. 30B, §1(b)(32A). The City shall select one or more designers as provided in Newton City Ordinances §§5-35 through 5-37. It is the City of Newton’s intent to award to multiple firms by project.

The City and a selected engineering firm shall negotiate fees on a project by project basis at the time project services are requested.

Please submit 15 copies of the completed questionnaire, one of the Tax Attestation Statement and Certificate of Corporate Authority **no later than 11:30 a.m. on March 2, 2017** to:

Purchasing Department
City of Newton
1000 Commonwealth Avenue, Room 201
Newton, MA 02459

Questions may be directed to the City of Newton Purchasing Department at: purchasing@newtonma.gov at any time before **Friday, February 24, 2017 at 12:00 p.m. (noon)**.

MECHANICAL, ELECTRICAL AND PLUMBING (MEP) ENGINEERING & RELATED SERVICES PROJECT INFORMATION PACKAGE

Statement of Objectives

The City of Newton through its Designer Selection Committee is currently seeking expressions of interest from individuals and firms for professional services for the following work funded through the City's Public Buildings Department.

It is the City's intent to award contracts to multiple firms,

The MEP services are to be provided on an "On-Call" basis, i.e., the City will have the right but not the obligation to request services from time to time as needed. The range of services will include, but not be limited to, schematic, contract drawings and document, bidding, inspections, and construction administration for the following types of proposed projects:

MEP SERVICES:

- I. Mechanical, Controls and HVAC replacements/upgrades at various school and municipal buildings
- II. Plumbing upgrades at various school and municipal buildings
- III. MEP system analysis related to total building analysis for energy at various school and municipal buildings
- IV. Energy Analysis of various school and municipal buildings
- V. Preparation of various MEP trade contract specifications for "On Call" service contracts
- VI. Electrical, lighting replacements/upgrades at various school and municipal buildings
- VII. Emergency Generator Replacement at various school and municipal buildings
- VIII. Security System installations at various school and municipal buildings
- IX. Energy Modeling

PROJECT DESIGN/CONSTRUCTION UPSET VALUES:

- I. The upset value for the design cost for each project shall not exceed \$400,000 per project
- II. The upset value for all design work performed shall not exceed \$750,000 per contract year
- III. The upset value for any Construction Project shall not exceed \$4,000,000 per project

Disclosure

The questionnaire submitted in response to this RFQ will be considered the property of the City of Newton, and may be utilized as deemed appropriate by the City. Should the offeror desire that certain data within the Questionnaire not be utilized for purposes other than as a response to the Designer Selection Committee Questionnaire, such data shall be identified on the cover page of the response to the questionnaire. Information submitted in response to this request may become subject to disclosure to the public pursuant to provisions of Massachusetts law and the Freedom of Information Act (5 U.S.C. 552).

False Representation

Information must be fully accurate and complete. The penalty for making false statements is prescribed in 18 U.S.C. 1001

Minority Outreach

Qualified minority individuals and firms are encouraged to submit expressions of interest.

Equal Opportunity Requirements

Offerors are hereby advised that submission of a signed questionnaire in response to this advertisement will be deemed to express the intent to comply in all respects with the following non-discrimination provisions as applicable:

- Title VI Civil Rights Act of 1964, as amended.
- Title VIII Civil Rights Act of 1968, as amended.
- Executive Order 11063 and 11246.

State Tax Requirements

As required by Chapter 233, Acts of 1983, the successful contractor will be required to sign an attest form certifying that all state tax returns have been filed and all state taxes paid. Offerors are advised that submission of a signed questionnaire in response to this advertisement will be deemed to express the offeror's intent to comply with Massachusetts statutes.

Table of Contents

Attachment A	Designer Selection Committee Questionnaire (signature required)
Attachment B	Draft Contract

Attachment A

Commonwealth of Massachusetts DSB Application Form (7/16)

Commonwealth of Massachusetts DSB Application Form (Updated July 2016)	1. Project Name/Location for Which Firm is Filing:	
	2a. DSB #	Item #
	2b. Mass. State Project #	
3a. Firm (Or Joint-Venture) - Name and Address Of Primary Office To Perform The Work: For Study: (if applicable) For Design: (if applicable)	3e. Name Of Proposed Project Manager:	
3b. Date Present and Predecessor Firms Were Established:	3f. Name and Address Of Other Participating Offices Of The Prime Applicant, If Different From Item 3a Above:	
3c. Federal ID #:	3g. Name and Address Of Parent Company, If Any:	
3d. Name and Title Of Principal-In-Charge Of The Project (MA Registration Required): Email Address: Telephone No.: Fax No.:	3h. Check Below if Your Firm Is Either: (1) SDO Certified Minority Business Enterprise (MBE) <input type="checkbox"/> (2) SDO Certified Woman Business Enterprise (WBE) <input type="checkbox"/> (3) SDO Certified Minority Woman Business Enterprise (MWBE) <input type="checkbox"/> (4) SDO Certified Service Disabled Veteran Owned Business Enterprise (SDVOBE) <input type="checkbox"/> (5) SDO Certified Veteran Owned Business Enterprise (VBE) <input type="checkbox"/>	
4. Personnel From Prime Firm Included In Question #3a Above By Discipline (List Each Person Only Once, By Primary Function - Average Number Employed Throughout The Preceding 6 Month Period. Indicate Both The Total Number In Each Discipline And, Within Brackets, The Total Number Holding Massachusetts Registrations):		
Admin. Personnel Architects Acoustical Engrs. Civil Engrs. Code Specialists Construction Cost Estimators Drafters	() Ecologists () Electrical Engrs. () Environmental Engrs. () Fire Protection Engrs. () Geotech. Engrs. () Industrial Hygienists () Interior Designers () Landscape Architects	() Licensed Site Profs. () Mechanical Engrs. () Planners: Urban./Reg. () Specification Writers () Structural Engrs. () Surveyors () Total
5. Has this Joint-Venture previously worked together?		
<input type="checkbox"/> Yes <input type="checkbox"/> No		

Updated July 2016

6. List **ONLY** Those Prime and Sub-Consultant Personnel Specifically Requested In The Advertisement. This Information Should Be Presented Below In The Form Of An Organizational Chart. Include Name Of Firm and Name Of The One Person In Charge Of The Discipline, With Mass. Registration Number, As Well As MBE/WBE Status, If Applicable.

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graph TD
    DCAMM[DCAMM] --- UserAgency[User Agency]
    DCAMM --- PrimeConsultant[Prime Consultant  
Principal-In-Charge]
    PrimeConsultant --- PMStudy[Project Manager for Study]
    PrimeConsultant --- PMDesign[Project Manager for Design]
    PrimeConsultant --- Discipline1[Discipline  
(from advertisement)  
Name Of Firm  
Person In Charge Of Discipline  
Mass. Registr. #  
MBE/WBE Certified (If Applicable)]
    PrimeConsultant --- Discipline2[Discipline  
(from advertisement)  
Name Of Firm  
Person In Charge Of Discipline  
Mass. Registr. #  
MBE/WBE Certified (If Applicable)]
    PrimeConsultant --- Discipline3[Discipline  
(from advertisement)  
Name Of Firm  
Person In Charge Of Discipline  
Mass. Registr. #  
MBE/WBE Certified (If Applicable)]
    PrimeConsultant --- Discipline4[Discipline  
(from advertisement)  
Name Of Firm  
Person In Charge Of Discipline  
Mass. Registr. #  
MBE/WBE Certified (If Applicable)]
  
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Updated July 2016

<p>7. Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. Include Resumes of Project Managers. Resumes should be consistent with the persons listed on the Organizational Chart in Question #6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.</p>	
a. Name and Title Within Firm:	a. Name and Title Within Firm:
b. Project Assignment:	b. Project Assignment:
<p>c. Name and Address Of Office In Which Individual Identified In 7a Resides:</p> <p> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDOYBE <input type="checkbox"/> VBE </p>	<p>c. Name and Address Of Office In Which Individual Identified In 7a Resides:</p> <p> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDOYBE <input type="checkbox"/> VBE </p>
d. Years Experience: With This Firm: _____ With Other Firms: _____	d. Years Experience: With This Firm: _____ With Other Firms: _____
e. Education: Degree(s) / Year/Specialization	e. Education: Degree(s) / Year/Specialization
f. Active Registration: Year First Registered/Discipline/Mass Registration Number	f. Active Registration: Year First Registered/Discipline/Mass Registration Number:
g. Current Work Assignments and Availability For This Project:	g. Current Work Assignments and Availability For This Project
h. Other Experience and Qualification Relevant To The Proposed Project: (Identify Firm By Which Employed, if Not Current Firm):	h. Other Experience and Qualification Relevant To The Proposed Project: (Identify Firm By Which Employed, if Not Current Firm):

Updated July 2016

8a. Current and Relevant Work By Prime Applicant Or Joint-Venture Members. Include ONLY Work Which Best Illustrates Current Qualifications In The Areas Listed In The DSB Advertisement (List Up To But Not More Than 5 Projects).					
a. Project Name and Location Principal-In-Charge	b. Brief Description Of Project and Services (Include Reference To Areas Of Experience Listed In DSB Advertisement)	c. Client's Name, Address and Phone Number. Include Name Of Contact Person	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs(Actual, Or Estimated If Not Completed)	Fee For Work For Which Firm Was Responsible.
(1)					
(2)					
(3)					
(4)					
(5)					

Updated July 2016

8b. List Current and Relevant Work By Sub-Consultants Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (Up To But Not More Than 5 Projects For Each Sub-Consultant). Use Additional Sheets Only As Required For The Number Of Sub-Consultants Requested In The Advertisement and They Must Be In The Format Provided.					
Sub-Consultant Name:					
a. Project Name and Location Principal-In-Charge	b. Brief Description Of Project and Services (Include Reference To Areas Of Experience Listed In DSB Advertisement)	c. Client's Name, Address and Phone Number (Include Name Of Contact Person)	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands) Construction Costs (Actual, Or Estimated If Not Completed)	Fee For Work For Which Firm Was Responsible
(1)					
(2)					
(3)					
(4)					
(5)					

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9. List All Projects Within The Past 5 Years For Which Prime Applicant Has Performed, Or Has Entered Into A Contract To Perform, Any Design Services For All Public Agencies Within The Commonwealth.						
# of Total Projects:		# of Active Projects:	Total Construction Cost (In Thousands) of Active Projects (excluding studies):			
Role P, C, JV *	Phases St, Sch., D.D., C.D., A.C.	Project Name, Location and Principal-In-Charge:	Awarding Authority (Include Contact Name and Phone Number)	Construction Costs (In Thousands) (Actual, or Estimated if Not	Completion Date (Actual or Estimated) (R)Renovation or (N)New	
		1.				
		2.				
		3.				
		4.				
		5.				
		6.				
		7.				
		8.				
		9.				
		10.				

* P = Principal; C = Consultant; JV = Joint Venture; St = Study; Sch. = Schematic; D.D. = Design Development; C.D. = Construction Documents; A.C. = Administration of Contract

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10. Use This Space To Provide Any Additional Information Or Description Of Resources Supporting The Qualifications Of Your Firm And That Of Your Sub-Consultants For The Proposed Project If Needed. Up To Three, Double-Sided 8 1/2" X 11" Supplementary Sheets Will Be Accepted. **APPLICANTS ARE ENCOURAGED TO RESPOND SPECIFICALLY IN THIS SECTION TO THE APPLICATION EVALUATION - PROJECT EXPERIENCE REQUESTED IN THE ADVERTISEMENT.**

Be specific - No Boiler Plate

11. Professional Liability Insurance:

Name of Company	Aggregate Amount	Policy Number	Expiration Date

12. Have monies been paid by you, or on your behalf, as a result of Professional Liability Claims (in any jurisdiction) occurring within the last 5 years and in excess of \$50,000 per incident? Answer **YES** or **NO**. If **YES**, please include the name(s) of the Project(s) and Client(s), and an explanation (attach separate sheet if necessary).

13. Name Of Sole Proprietor Or Names Of All Firm Partners and Officers:

Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline
a.				d.			
b.				e.			
c.				f.			

14. If Corporation, Provide Names Of All Members Of The Board Of Directors:

Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline
a.				d.			
b.				e.			
c.				f.			

15. Names Of All Owners (Stocks Or Other Ownership):

Name and Title	% Ownership	MA Reg.#	Status/Discipline	Name and Title	% Ownership	MA Reg.#	Status/Discipline
a.				d.			
b.				e.			
c.				f.			

16. I hereby certify that the undersigned is an Authorized Signatory of Firm and is a Principal or Officer of Firm. I further certify that this firm is a "Designer", as that term is defined in Chapter 7C, Section 44 of the General Laws, or that the services required are limited to construction management or the preparation of master plans, studies, surveys, soil tests, cost estimates or programs. The information contained in this application is true, accurate and sworn to by the undersigned under the pains and penalties of perjury.

Submitted By (Signature) _____ Printed Name and Title _____ Date _____

The following forms **MUST** be attached to only **ONE (ORIGINAL Copy)** application: **1. SDO Certification required for MBE/WBE Firms; 2. Sub-Consultant Acknowledgment.**

Updated July 2016

DSB S-CA	Commonwealth of Massachusetts Designer Selection Board	SUB-CONSULTANT ACKNOWLEDGMENT
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Project: _____

Applicant Designer: _____

Sub-consultant: _____

SUB-CONSULTANT ACKNOWLEDGMENT

The sub-consultant named above hereby certifies that it has been notified by the Applicant Designer that it has been nominated to perform work on the Applicant Designer's team for the above Project, which is under consideration at the Designer Selection Board.

Signature of Sub-Consultant Duly Authorized Representative

Print Name and Title

Date

It is a requirement that all applicants supply this document signed, attached to the Original application, for each of the listed sub-consultants stating that they are aware and agree to being nominated by said applicant designer. Electronic signatures are accepted.

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DSB Sub-Consultant Form

Attachment B

SAMPLE CONTRACT

AGREEMENT FOR PROFESSIONAL SERVICES

The Agreement made as of _____ by and between _____ hereinafter referred to as the “Engineer” and the City of Newton, 1000 Commonwealth Avenue, Newton, Massachusetts, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, acting by and through its Public Buildings Commissioner, but without personal liability to him hereinafter referred to as “The City”.

WITNESSETH THAT:

WHEREAS, the City desires the ENGINEER to conduct and perform such services;

NOW, THEREFORE, the parties do mutually agree as stated within the General Provisions and attachments following to wit:

****GENERAL PROVISIONS****

1. Employment of Architect.

The City agrees to engage the services of the ENGINEER and the ENGINEER agrees to perform services as set forth in Schedule A, Scope of Services for the compensation as stated within Schedule B, Compensation and Method of Payment both of which schedules are attached hereto and made part hereof, subject to compliance by the ENGINEER with all the terms and conditions set forth within this Agreement.

2. Scope of Services.

The ENGINEER shall do, perform, and carry out in a satisfactory, competent and professional manner, as determined reasonably and fairly by the City, the Project described within Schedule A, Scope of Services attached hereto and made a part hereof.

3. Duration

This Agreement shall remain in force from the date of execution of this contract to that shown in Schedule C, Work Program Schedule. Project activities shall be undertaken and completed in such sequence as to ensure compliance with said Schedule C, and further, to ensure expeditious completion in a manner consistent with the purposes of this Agreement.

4. Personnel

- (a) The ENGINEER represents that he has, or will secure at his own expense, all personnel required for the performance of the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the ENGINEER. (b) All of the services required hereafter shall be performed by the ENGINEER or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services. (c) None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. The written approval of the City shall in no way relieve the ENGINEER from his responsibility for the professional and technical accuracy of the work furnished.

5. Waiver of Workman's Compensation and Unemployment Compensation Benefits.

It is agreed that the ENGINEER and ENGINEER'S employees, agents, or other persons for whose conduct the ENGINEER is responsible shall not be deemed to be employees of the City and shall not file any claim nor bring any action for any Workman's Compensation or unemployment benefits and compensation for which they may otherwise be eligible as a result of work performed pursuant to the terms of this Agreement.

6. Compensation and Method of Payment

The City agrees to pay the ENGINEER the compensation specified in Schedule B, Compensation and Method of Payment, which is complete compensation for all services rendered and for such reimbursable expenses as authorized, per Paragraph 7, Reimbursable Expenses. Appropriate sums will be paid, subject to receipt of a requisition for payment. Neither the City's review, approval nor acceptance of, any of the services furnished under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance Agreement.

7. Reimbursable Expenses

The City agrees to reimburse the ENGINEER only for those direct costs incurred by the ENGINEER pursuant to the performance of work under this Agreement as set forth and authorized within Schedule B, Compensation and Method of Payment. As the City does not pay freight and handling charges, and is also exempt from sales tax, freight and handling charges are not reimbursable by the City.

8. Termination of Agreement for Cause

If for any cause, the ENGINEER fails to fulfill in a timely manner his obligations under this Agreement, or if the ENGINEER shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement, by giving written notice to the ENGINEER of such termination.

Such notice shall be given not less than five (5) days prior to the effective date of termination. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the ENGINEER under this Agreement shall, at the option of the City, become its property, and the ENGINEER shall be entitled to receive just equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, the ENGINEER shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the ENGINEER, and the City may withhold any payments to the ENGINEER for the purposes of set off until such time as the exact amount of damages due to the City from the ENGINEER is determined.

9. Terminate for Convenience of City

The City may terminate this Agreement at any time by giving written notice to the ENGINEER of such termination as specifying the effective date of such termination. Such notice shall be given not less than (5) days prior to the effective date of termination. In event of termination for convenience, all finished or unfinished documents and other materials as described in Paragraph 8, above, shall, at the option of the City, become its property. If the Agreement is terminated for the convenience of the City, the ENGINEER shall be entitled to payment for services completed. Such compensation set forth in the Work Authorization Form as in reflective of the percentage of work completed thereunder, less payments already made for such services.

10. Changes

The City may, from time to time, require changes in the Scope of Services of the ENGINEER to be performed hereafter. Such changes, including any increase or decrease in the amount of the ENGINEER's compensation or any change in the work schedule, which are mutually agreed upon by and between the City and the ENGINEER, shall be incorporated in written amendments to this Agreement.

11. Incorporation of Non-Discrimination Laws and Regulations

The ENGINEER, including all approved consultants and subcontractors, shall and hereby agrees, to comply with all laws, ordinances, and duly promulgated regulations applicable to contracts of this nature. In particular, the ENGINEER agrees to comply with the provisions contained in Schedule D, which is attached hereto and made a part hereto and, with the Mayor's Executive Order No. HRC-X relative to non-discrimination as amplified by the City's Affirmative Action Plan.

12. Assignability

The ENGINEER shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto.

13. Interest of ENGINEER

The ENGINEER covenants that he has neither presently nor shall he during the period of this Agreement have any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The ENGINEER further covenants that in the performance of this Agreement, no person having any such interest shall be employed. Conflicts of interest include, but are not limited to: (a) family relationships with officials or employees of the City, (b) instances where the ENGINEER, during the period covered by the Agreement, was an officer or employee of the City.

14. Findings Confidential

Any reports, information, data, etc., given to or prepared or assembled by the ENGINEER under this Agreement which the City requests to be kept confidential shall not be made available to any individual or organization by the ENGINEER without the prior written approval of the Public Buildings Commissioner.

15. Commission Prohibited

The ENGINEER has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this agreement. No consultant to or subcontractor for the ENGINEER has given, offered or agreed to give any gift, contribution or offer of employment to the Engineer, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of the contract by the ENGINEER. No person, corporation or other entity, other than bona fide full-time employee of the ENGINEER, has been retained or hired by the ENGINEER in obtaining the Agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Agreement to the ENGINEER.

For design contracts which exceed Ten Thousand Dollars (\$10,000) or which pertain to a project whose budgeted or estimated construction costs exceeds One Hundred Thousand Dollars (\$100,000), the ENGINEER shall have internal accounting controls as required by section 39R (C) of C.30 of the Massachusetts General Laws and shall file and shall continue to file an audited financial statement as required by subparagraph (d) of section 39R. of C. 30.

16. Compliance with Applicable Laws

The ENGINEER shall comply with all applicable laws, ordinances, or codes of the State or local government, in performing any of the work embraced by this Agreement.

ATTACHMENTS. Attached hereto are the following schedules which are incorporated into this Agreement and made a part hereof:

Schedule A	Scope of Services
Schedule B	Compensation and Method of Payment
Schedule C	Work Program and Schedule
Schedule D	General Requirements
Schedule E	Certificate of Authority
Schedule F	Satisfaction of State Tax Requirement Attestation Form

SIGNATORIES

IN WITNESS WHEREOF the parties hereto have executed this Agreement in quintuplicate on the day first written above in. No agreement shall exist until this Agreement has been signed by all parties.

ENGINEER

CITY OF NEWTON

Public Buildings Commissioner

No City monies are obligated by this Contract . No deliveries are to be made except on shipping orders issued by the City under the contract each of which must have the certification of the Comptroller of Accounts that an Appropriation is available therefor.

Approved as to legal form and character

Assistant City Solicitor

Comptroller of Accounts

CONTRACT APPROVED

Setti D. Warren, Mayor

SCHEDULE A

SCOPE OF SERVICES

1. General: Basic Services

The ENGINEER shall provide one or more of the following types of services at the direction of the City's Public Buildings Commissioner, within thirty (30) days after notification to proceed:

- Preliminary Designs, Investigations and Reports.
- Preparation or review of working drawings, specifications and other construction and bid documents.
- Construction Phase Services.

The City's Public Buildings Commissioner shall send the Architect a Professional Services Authorization form which will outline the specifics of each project including proposed work items, estimated budget and time schedule. A fee for each project will also be determined at that time as per Schedule B. The ENGINEER shall sign and return the Professional Services Authorization form within fifteen (15) days of receipt.

Where authorized, the ENGINEER shall perform the Basic Services described below:

A. Existing Conditions Analysis and Survey

The ENGINEER shall survey and analyze existing conditions and will prepare the following if requested:

- Plans, sections and details
- Structural Analysis (as it relates to the overall safety of the proposed projects)
- Slides, photos, models or building elevations and interiors components.

B. Preliminary Schematic Recommendations

The ENGINEER shall prepare for review and approval by the City, whose Agent shall be the Public Buildings Commissioner, assisted by the Design Review Committee, the following:

- a. Preliminary design in schematic form, outlining options for the Project's construction work, to include task list, types of repairs, new work, and related improvements. This shall include drawings and sketches as necessary (see also Work Authorization for details).

- b. Summary report and list of priorities.
- c. Cost estimates associated with options presented with (a) above (all estimates must be done by a certified professional estimating individual or firm).

C. Construction Documents and Final Construction Cost Estimate

Following approval of design by the Public Buildings Commissioner, the ENGINEER shall prepare and deliver to the Public Buildings Commissioner thirty (30) sets of contract documents necessary for Public bid of the subject work. Such documents shall include (see Work Authorization for number of documents needed for each phase of the work):

- a. Working drawings for electrical, mechanical, and other branches of work as appropriate.
- b. Complete technical specifications describing materials, workmanship, labor, and performance standards in sufficient detail to permit firm bids.
- c. Complete bidding documents and form, contract terms and conditions, forms of agreement between the Owner and construction contractor, and any special provisions, if appropriate.

In addition, the ENGINEER shall provide a final construction cost estimate, and such escalation projections as appropriate. If the bid of the lowest eligible and responsive bidder exceeds the established construction budget, the ENGINEER shall, if instructed by the City revise the scope or quality of the Project for the purposes of bringing the cost estimate within this limit. Such revisions shall be made without additional compensation to the ENGINEER.

D. Assistant in Bidding and Award of Contract

The ENGINEER shall assist the Public Buildings Commissioner as follows:

- a. Prior to bid opening
 - Receive all inquiries relating to bidding documents and answer questions
 - Prepare any bid addenda as required
 - Attend any pre-bid conference, if scheduled

- b. At bid opening and following:
 - Attend bid opening
 - Review and evaluate bids, contractor qualifications, and acceptability (both prime and sub), and make recommendations as to contract award.

E. Construction Administration Phase Services (from initiation to completion)

Following the award of the bid, the ENGINEER shall administer the construction agreement, including the following:

- a. Routine construction administration.
- b. Check, approve and process shop drawings.
- c. Furnish the construction contractor with clarification drawings or written interpretations as needed.
- d. Perform on-site visits weekly during construction and prepare field visit reports (minimum of one (1) visit per week).
- e. Notify the City of any work which fails to conform to construction contract documents, including the failure of the construction contractor to maintain the established time schedule and follow with recommendations to remedy the situation.
- f. Obtain from the construction contractor and deliver to the City occupancy permits, guarantees, and other similar items.
- g. Prepare punch list and issue certificate of substantial completion and final completion.
- h. Review applications for payment, verify quantity and quality of work performed by construction contractor and certify requisitions for payment by the City.
- i. Coordinate with the inspectors having jurisdictions over the work performed.
- j. Determine adequacy of work of final acceptance, and upon approval of the City issue Certificate of Completion.

- k. Attend meeting and dispute conferences as necessary and prepare minutes of such meetings.
- l. Perform post construction visit to evaluate final building condition and review guarantees submitted by contractor.

F. Meetings

As part of services required, and subject to the nature of each project, the ENGINEER shall be required to meet with the Design Review Committee, various City's technical departments and committees, citizen groups, and state or federal agencies, when required.

SCHEDULE B

COMPENSATION AND METHOD OF PAYMENT

I. Method of Determining Compensation

A fee for each Project shall be negotiated based upon the services called for. The City anticipates that each Project fee may be developed based either upon a set, agreed upon figure or based upon time and materials cost. In some Projects, both cost bases may be appropriate and necessary subject to the nature and requirements of the particular Project and the services needed.

II. Billing Rates

On Projects where it is determined by the City and agreed upon by the ENGINEER that a fee shall be determined based upon time and materials cost, rates of payment shall be based upon the following:

Day rates are based on actual salaries paid to individuals performing work on the Project plus salary costs, overhead and profit.

Range of Cost Per Hour

Principals _____

Professionals _____

III. Payment Schedule

On projects where the City agrees to pay the ENGINEER a lump sum fee for basic services, which include construction documents and construction administration, the fee is to be divided as follows:

On completion of:	% Paid
Schematic Phase	15%
Design Development	20%
Construction Documents & Final Cost Estimate	30%
Contract Award	10%
Contract Administration	10%
Final Installment (90 calendar days after Certificate of Substantial Completion accepted by the City)	15%

Such requisitions shall be submitted upon completion of work phases detailed above.

IV. Reimbursable Expenses

The City shall pay the ENGINEER for reimbursable expenses, subject to the approval of the Public Buildings Commissioner, and subject to the identification of such expenses attached to a requisition submitted by the ENGINEER to the City. Reimbursable expenses shall be those costs incurred for printing construction document for bid, for surveying, for testing, for making of models and renderings and for such specialized sub-consultant services as may be required in the performance for the work within Schedule A Scope of Services, herein and shall be reimbursed to the ENGINEER at direct cost.

The Letter of Authorization from the City of Newton for each specific Project shall detail each reimbursable expense by line item.

Those excluded reimbursable expenses are: Long Distance Communications, Plotting, Mileage and tolls.

The City shall reimburse the ENGINEER at their cost plus 5% for approved Consultants & Reimbursable Expenses.

V. Payment

Payment shall be made to the ENGINEER within thirty (30) days of submission by the ENGINEER to the City of a detailed requisition for payment describing the basic and extra services performed and identifying reimbursable expenditures incurred during the preceding period. The City shall have the right to review and approve the ENGINEER'S requisition. Payment shall not be due the ENGINEER until his requisition has been approved.

Requisitions for Projects billed on a time and materials basis shall include the number of hours worked, the individual who worked these hours, hourly rates, material and overhead costs.

All requisitions submitted shall be accomplished by a detailed time record as well as the appropriate documentation for reimbursable expenses.

SCHEDULE C

WORK PROGRAM AND SCHEDULE

- I. The Agreement shall take effect as of the date of execution and shall terminate one year from the date of the Agreement, with an option of two additional (1) year renewals, should the City of Newton wish to pick up the option.
- II. The Engineer shall complete the work set for the in Schedule A, Scope of Services, in an expeditious manner subject to expeditious reviews and approvals by the City. Where possible, the ENGINEER shall endeavor to perform the required work in advance of schedule.
- III. Time schedule for specific “on call” Projects will be found in the Letter of Authorization for each specific Project.

SCHEDULE D

GENERAL REQUIREMENTS

The following Articles shall govern all work under of products of this Agreement unless specifically modified elsewhere.

ARTICLE A1. RESPONSIBILITIES OF THE CITY

1.1 Information to be provided to the ENGINEER

- 1.1.1 The City shall furnish upon the ENGINEER'S request all information in its possession necessary to the performance of the services required under this Agreement. It shall make and communicate to the ENGINEER as promptly as possible its instructions and decision.

1.2 Action by the City

- 1.2.1. No written communication, notification, directive, approval, consent or acceptance by the City shall in any way relieve the ENGINEER from his/her professional responsibilities.
- 1.2.2 The City shall render any modification or any waiver of any term or condition or breach of this Agreement in writing to the ENGINEER, or it shall notify the ENGINEER in writing why such approvals are being withheld.

1.3 Waivers

- 1.3.1. The City shall render any modification or any waiver for any term or condition of breach of this Agreement in writing. Such waivers shall not waive any other term of condition or breach thereof.

ARTICLE A2. RESPONSIBILITIES OF THE ENGINEER

2.1 Scope

- 2.1.1. The ENGINEER shall be responsible for the professional adequacy, technical accuracy and coordination of all of the present data, designs, drawings, specifications, costs, evaluations and estimates, and any other material or work furnished by him or his consultants, or sub-contractors.

2.2 Assignability

- 2.2.1 The ENGINEER shall not assign, sublet or transfer any services, obligations, or interest in this Agreement without the prior written consent of the City.

2.3 Professional Insurance and Liability Insurance

- 2.3.1 All Basic Services, Extra Services, including requirements for consultants required for the performance of this Agreement shall be protected by Errors and Omissions Insurance equal to, at a minimum, twice the amount of the ENGINEER'S fee for Basic Services, provided, that, in any event, coverage shall be no less than ten percent (10%) of the estimated construction cost for a specific Project for the applicable period under the Statute of Limitations. A Certification of such insurance acceptable to the City shall be supplied to the Public Buildings Commissioner, and the City shall be named the Certificate Holder.

In addition, the ENGINEER shall carry general liability insurance and workmen's compensation insurance and should provide the City with a Certificate of Insurance, acceptable to the City. Such liability insurance shall be in a minimum amount as follows:

General Liability, including Bodily Injury and Property Damage in an aggregate amount of \$500,000 or greater. The General Liability Policy shall include endorsements showing the following types of coverage: Comprehensive Form, Premises Operations, Contractual Insurance, Broad Form Property Damage and Independent Contractor.

The City shall be named the Certificate Holder.

The ENGINEER'S insurance coverage shall also include valuable papers insurance for the restoration of plans, drawings, field notes and other documents in the event of loss or destruction while in custody of the ENGINEER in an amount sufficient to cover the cost of restoration.

2.4 Employment of Consultants

- 2.4.1. The Engineer may provide services in collaboration with either consultants or qualified associates. It shall be the ENGINEER'S responsibility to engage and enter into agreement with said consultants to the extent needed, subject to qualifications found elsewhere in this Agreement.

2.5 Meetings

- 2.5.1 The Engineer shall attend conferences, meetings and hearings with the City as required in connection with any phase of work.

2.6 Time and Order of Services

- 2.6.1 The Engineer shall furnish the documents and provide the services required by this Agreement in the sequence set forth in this Agreement unless waived by the Public Buildings Commissioner. He shall insure prompt and continuous prosecution of the project to the extent of his professional responsibilities.

2.7 Submissions

- 2.7.1 The Engineer shall submit the documents and materials required for the complete performance of this Agreement in the amounts and formats described in this Agreement.

2.8 Revisions

2.8.1 The ENGINEER shall make changes in, or revisions in documents as may be required by the City in order to accomplish the Project in accordance with the work program, or the Construction Budget. Such changes shall be:

- a. within the phase of work as set forth in the Basic Services
- b. on work not yet approved or accepted by the Public Buildings Commissioner or
- c. on work already approved or accepted which requires changes in order to be consistent with changes made in accordance with (a) or (b) above.

2.9 Substantial Changes

2.9.1 The ENGINEER shall make substantial changes as an Extra Service when required by the Public Buildings Commissioner in writing.

2.10 ENGINEER'S Certification

2.10.1 It is the ENGINEER'S responsibility to see that all work submitted meets all applicable regulations, codes and/or professional standards.

ARTICLE A3. TERMS

3.1 Shall Include

3.1.1 Except when used in connection with reimbursable expenses whenever in this Agreement the words "shall include" are used, they shall be construed to mean "shall include, but not be limited to", unless there is specific language to the contrary.

3.2 Enumerations

3.2.1 Whenever in this Agreement there is an enumeration of items, such enumeration is not to be construed as restrictive, but shall include similar and reasonably related items.

3.3 Substantial Changes

3.3.1 The Public Buildings Commissioner shall determine in writing to the Engineer if a change is deemed a "substantial change".

3.3.2 Substantial changes are limited to:

- (a) Changes to and revisions on work already approved or accepted by the Public Buildings Commissioner in writing, except as qualified elsewhere in this document; or
- (b) Programmatic changes, revisions, modification, alterations, etc. to any product required by this Agreement shall not be deemed substantial changes unless specifically described as such elsewhere in this document.

ARTICLE A4. DOCUMENTS

All studies and materials prepared under this Agreement shall be the property of the City and the termination of the ENGINEER'S services, promptly turned over thereto. These items shall include, but not be limited to originals of drawings, specifications, and reports.

ARTICLE A5.NOTICES

Any notice, instruction, or other documents required of the ENGINEER by the City shall be in writing and shall be deemed to be properly given if delivered or mailed, postage prepaid, to the addresses recited in the Preamble in this Agreement.

PROFESSIONAL SERVICES WORK AUTHORIZATION FORM

Control Number

Date

Time

Building Street Address

Contact Person

Proposed Budget

Budget Code

Compensation:

Fee Type

() Lump Sum

Reimbursable Expenses Authorized

() Time and Materials Not to Exceed

SCOPE OF WORK:

Complete Date of Construction

The engineer is requested to review the described work and determine a fixed fee or a fee based upon time and material cost as called for and return for authorization. Upon authorization by the Public Buildings Commissioner, the undersigned agrees to perform its services in accordance with the Professional Services Contract Dated _____

Fee

Project Completion Date

Signature (Architect/Engineer)

You are hereby authorized to proceed with the work described herein this Professional Work Authorization and in accordance with the Professional Services Contract dated _____

Number

Signature

Date

SCHEDULE E

CERTIFICATE OF AUTHORITY – BUSINESS CORPORATIONS

At a duly authorized meeting of the Board of Directors of _____
(name of corporation)

held on _____ at which all Directors were present or
waived notice, it was voted that, _____
(name)

of this company be and hereby is authorized to execute contracts and bonds in the
name and behalf of said company, and affix its Corporate Seal thereto, and such
execution of any contract of obligation in this company.

A TRUE COPY

ATTEST (clerk or secretary)

Place of Business

I hereby certify that I am the clerk/secretary of the _____
(name of company)

that _____ is the duly elected _____
(name of individual)

of said company, and the above vote has not been amended or rescinded and
remains in full force and effect as of _____, the date on which the
corporation's authorized representative, named above, affixed his/her signature to
this contract.

Clerk or Secretary
(Corporate Seal)

Date

SCHEDULE F
SATISFACTION OF STATE TAX REQUIREMENTS
ATTEST FORM

LEGISLATION ENACTED BY THE COMMONWEALTH OF MASSACHUSETTS,
EFFECTIVE JULY 1, 1983, REQUIRES THAT THE ATTESTATION BELOW BE SIGNED.

A T T E S T A T I O N

Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

Social Security Number or
Federal Identification Number

Signature of Individual or
Corporate Name

BY:
Corporate Officer
(if applicable)